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James B. Wright
Senior Attorney
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T.R.A. DOCKET ROOM

14111 Capital Boulevard
Wake Forest, NC 27587-5900
Mailstop NCWKFR0313
Voice 919 554 7587
Fax 919 554 7913
james.b.wright@mail.sprint.com

August 5, 2003

Chairman Deborah Taylor Tate
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243

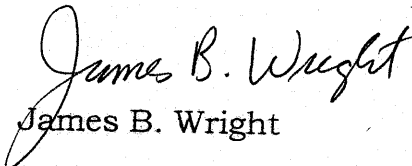
Re: Petition for approval of Interconnection and Resale
Agreement between United Telephone-Southeast, Inc.
and Business Telecom, Inc. 03-00466

Dear Chairman Tate:

Enclosed are an original and thirteen copies of the Petition of United Telephone-Southeast, Inc. for approval of a Master Interconnection and Resale Agreement between United Telephone-Southeast, Inc. and Business Telecom, Inc. dba BTI. United is not aware of any provisions in this agreement that are inconsistent with any previous Authority decisions in proceedings to which United was a party.

Also enclosed is a check in the amount of \$50.00 for the filing fees for both companies. Please contact me or Laura Sykora if you have any questions.

Sincerely,


James B. Wright

JBW:sm

Enclosures

cc: Laura Sykora
Kaye Odum
Bruce R. Bullock, Business Telecom, Inc.
Tim Phillips, CAPD (w/encl.)

BEFORE THE
TENNESSEE REGULATORY AUTHORITY

IN RE: Petition for Approval of an)	
Interconnection Agreement Negotiated)	Docket No.
between United Telephone-Southeast,)	_____
Inc. and Business Telecom, Inc.)	

PETITION

United Telephone-Southeast, Inc. ("United") files this request for approval of a Master Network Interconnection and Resale Agreement dated August 1, 2003 (the "Agreement") negotiated between United and Business Telecom, Inc. dba BTI ("BTI") pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 (the "Act"). In support of this request, United shows the following:

1. United and BTI have successfully negotiated the Agreement which provides for the local interconnection, local resale and purchase of unbundled network elements by BTI for the purpose of BTI's use or resale to end users. A copy of the Agreement is attached hereto and incorporated herein by reference. The Agreement is an adoption of the agreement between United and NOW Communications, Inc. which was approved by Order of the Tennessee Regulatory Authority ("TRA") dated May 14, 2003 in Docket No. 03-00113.
2. Pursuant to Section 252(e) of the Telecommunications Act of 1996, United is submitting the Agreement to the TRA for its consideration and approval.
3. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Agreement between United and BTI

within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion thereof is not consistent with the public interest, convenience and necessity.

4. United avers that the Agreement is consistent with the standards for approval. The approval of said Agreement provides for new competitors in the local exchange market, which will likely bring new services, lower prices and other benefits to the public.

5. Pursuant to Section 252(i) of the Act, once this Agreement is approved, United will make the terms and conditions of the Agreement available to any other requesting telecommunications carrier.

United respectfully requests that the Tennessee Regulatory Authority approve the Agreement negotiated between these parties.

Respectfully submitted,
United Telephone-Southeast, Inc.

By: James B. Wright
James B. Wright

This 5th day of August, 2003

MASTER INTERCONNECTION AND RESALE AGREEMENT

FOR THE STATE OF TENNESSEE

BETWEEN

Business Telecom, Inc. dba BTI

and

United Telephone – Southeast, Inc.

This Interconnection and Resale Agreement ("Agreement"), entered into this 1st day of August 2003, is entered into by between Business Telecom, Inc. dba BTI a Tennessee CLEC ("CLEC"), and United Telephone – Southeast, Inc., a Virginia corporation ("Sprint"), herein collectively, "the Parties," to establish the rates, terms and conditions for local interconnection, local resale, purchase of unbundled network elements and collocation for the State of Tennessee.

NOW THEREFORE, the Parties agree as follows:

1. CONDITIONS

- 1.1 The Parties agree that the Agreement between the Parties shall consist of the Master Interconnection and Resale Agreement for the State of Tennessee entered into by and between Sprint and NOW Communications, Inc., dated December 16, 2002 – December 15, 2004 ("Adopted Agreement"), amended as noted herein.

2. TERM

- 2.1 This Agreement shall be in force and become effective August 1, 2003, or the date of Commission approval, if required.
- 2.2 This Agreement shall have a termination date of December 15, 2004, which corresponds with the termination date of the Adopted Agreement.

3. PARTIES

- 3.1 Business Telecom, Inc. dba BTI is hereby substituted in the Adopted Agreements for NOW Communications, Inc. Sprint shall remain as the other Party to the Agreement. Except as modified herein, this Agreement shall in all other respects reflect the same terms as the Adopted Agreement.

4. **GENERAL**

- 4.1 Other than as set forth herein, the Adopted Agreement remains unchanged and in full force and effect. In the event of a conflict between the terms of the Adopted Agreement and this Agreement, this Agreement will control.
- 4.2 This Agreement, executed by authorized representatives of Sprint and CLEC, is made a part of and incorporates the terms and conditions of this Agreement and the Adopted Agreement.

5. **NOTICES:**

- 5.1 Except as otherwise provided, all notices and communication hereunder shall be deemed to have been duly given when made in writing and delivered in person or deposited in the U.S. mail, certified, postage paid, return receipt requested, addressed as follows:

To CLEC:

General Counsel
Business Telecom, Inc.
4300 Six Forks Road, Suite 500
Raleigh, NC 27609-5781

To Sprint:

Director, Wholesale Markets
Sprint Corporation
6480 Sprint Parkway
Mailstop: KSOPHM0310-3A453
Overland Park, KS 66216

Senior Attorney
Sprint LTD
1313 Blainstone Road
Tallahassee, FL 32301-3021

IN WITNESS WHEREOF, Sprint and CLEC have caused this Agreement to be executed by its duly respective authorized representatives.

Sprint **United Telephone – Southeast, Inc.**

CLEC **Business Telecom, Inc.**

By:

William E. Cheek

By:

Bruce R. Bullock

Name:

William E. Cheek

Name:

Bruce R. Bullock

Title:

President, Wholesale Markets

Title:

Vice President/Associate General Counsel

Date:

7/24/03

Date:

7/21/03